

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division

Sandra S. Hauser Plaintiff]	Case#: 3:20-CV-_____ - _____ JURY DEMANDED
v.]	
Equifax Information Services, LLC]	
Experian Information Solutions, Inc.]	
Trans Union, LLC]	
JPMorganChase Bank, NA]	
PNC Bank, NA]	
Wells Fargo Bank, NA]	
Defendants]	

COMPLAINT

Mrs. Hauser, by counsel, files this complaint against the above referenced Defendants for their violation of the Fair Credit Reporting Act.

PRELIMINARY STATEMENT

1. This is an action by a consumer seeking actual damages, statutory damages, and punitive damages, attorney fees and costs and for declaratory relief for defendants violation of The Fair Credit Reporting Act (hereinafter “FCRA”), 15 U.S.C. §1681 *et seq.*

JURISDICTION, VENUE and JURY DEMAND

2. This court has jurisdiction, 28 U.S.C. §1331, and pursuant to the Fair Credit Reporting Act, 15 U.S.C. §1681p.
3. This is the proper venue because the plaintiff resides here, and the majority of the actions claimed happened within the confines of the Commonwealth of Virginia.
4. The court has personal jurisdiction over the defendants because they regularly transact business here, and caused tortious damages, such that they should expect to be hailed into court here.
5. **TRIAL BY JURY IS DEMANDED.**

PARTIES

6. Plaintiff is a natural person and a resident of the Commonwealth of Virginia.
7. Plaintiff is a consumer as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681a(b) and (c).
8. Equifax Information Services, LLC (hereinafter "Equifax") is a Georgia Limited Liability Company registered with the Virginia State Corporation Commission with a registered agent, and authorized to do business in the Commonwealth of Virginia.
9. Upon information and belief, Equifax is a "Consumer reporting agency that compiles and maintains files on consumers on a nationwide basis" as defined by 15 U.S.C. §1681a(p). Upon information and belief, Equifax is regularly

engaged in the business of compiling and maintaining files on consumers on a nationwide basis for the purpose of furnishing consumer reports to third parties bearing on a consumer's credit worthiness, credit standing, or credit capacity, each of the following regarding consumer residing nationwide:

- a. Public record information;
- b. Credit account information from persons who furnish that information regularly and in the ordinary course of business.

10. Experian Information Solutions, Inc. (hereinafter "Experian") is an Ohio Corporation registered with the Virginia State Corporation Commission with a registered agent, and authorized to do business in the Commonwealth of Virginia.

11. Upon information and belief, Experian is a "Consumer reporting agency that compiles and maintains files on consumers on a nationwide basis" as defined by 15 U.S.C. §1681a(p). Upon information and belief, Experian is regularly engaged in the business of compiling and maintaining files on consumers on a nationwide basis for the purpose of furnishing consumer reports to third parties bearing on a consumer's credit worthiness, credit standing, or credit capacity, each of the following regarding consumer residing nationwide:

- a. Public record information;
- b. Credit account information from persons who furnish that information regularly and in the ordinary course of business.

12. TransUnion, LLC (hereinafter "TransUnion") is an Illinois Limited Liability Company registered with the Virginia State Corporation Commission with a

registered agent, and authorized to do business in the Commonwealth of Virginia.

13. Upon information and belief, TransUnion is a “Consumer reporting agency that compiles and maintains files on consumers on a nationwide basis” as defined by 15 U.S.C. §1681a(p). Upon information and belief, TransUnion is regularly engaged in the business of compiling and maintaining files on consumers on a nationwide basis for the purpose of furnishing consumer reports to third parties bearing on a consumer’s credit worthiness, credit standing, or credit capacity, each of the following regarding consumer residing nationwide:
 - a. Public record information;
 - b. Credit account information from persons who furnish that information regularly and in the ordinary course of business.
14. JPMorgan Chase Bank, NA (hereinafter “Chase”) is a National Bank
15. Upon information and belief Chase is a furnisher of information to Equifax, TranUnion and Experian.
16. PNC Bank, NA (hereinafter “PNC”) is a National Bank.
17. Upon information and belief PNC is a furnisher of information to Equifax, TranUnion and Experian.
18. Wells Fargo Bank, NA (hereinafter “Wells Fargo”) is a National Bank.
19. Upon information and belief Wells Fargo is a furnisher of information to Equifax, TranUnion and Experian.

20. Chase, PNC, and Wells Fargo will be referred to as “The Bank Defendants” or “Bank Defendants”.

FACTS

21. Plaintiff was the victim of a rather elaborate ruse in which a person induced her to obtain credit through a number of banks including Chase, PNC, and Wells Fargo.
22. The individual then obtained the cards from plaintiff, and acting without authorization, used each of the accounts, and then failed to pay on each of them.
23. Upon discovering that the individual had used her cards, without authorization, plaintiff immediately contacted each of the banks, notifying each that she had not authorized the individual to make the charges.
24. Plaintiff then disputed each account to each of the three national consumer credit reporting agencies, Equifax, TransUnion and Experian, in April of 2019, and may have disputed prior to that.
25. On information and belief, each of the three national consumer credit reporting agencies, Equifax, TransUnion and Experian, communicated with Chase, PNC, and Wells Fargo, and forwarded all relevant information.
26. On information and belief, upon receipt of the dispute from Equifax, TransUnion and Experian, each of The Bank Defendants, verified that the money was owed.
27. On information and belief, Equifax conducted no investigation of their own, and parroted the information provided by The Bank Defendants.

28. On information and belief, TransUnion conducted no investigation of their own, and parroted the information provided by The Bank Defendants.
29. On information and belief, Experian conducted no investigation of their own, and parroted the information provided by The Bank Defendants.
30. On information and belief, Chase failed to conduct a reasonable investigation into the account that had been used by a person other than the plaintiff.
31. On information and belief, PNC failed to conduct a reasonable investigation into the account that had been used by a person other than the plaintiff.
32. On information and belief, Wells Fargo failed to conduct a reasonable investigation into the account that had been used by a person other than the plaintiff.
33. On information and belief, Equifax failed to have a procedure to assure maximum possible accuracy by allowing an account that was the result of fraud or identity theft to remain on the credit file of the plaintiff.
34. On information and belief, TransUnion failed to have a procedure to assure maximum possible accuracy by allowing an account that was the result of fraud or identity theft to remain on the credit file of the plaintiff.
35. On information and belief, Experian failed to have a procedure to assure maximum possible accuracy by allowing an account that was the result of fraud or identity theft to remain on the credit file of the plaintiff.
36. Plaintiff has disputed to each of the three national consumer credit reporting agencies, Equifax, TransUnion and Experian, explaining that Bank

Defendants had failed to investigate into the use of the account by an unauthorized person.

37. On information and belief, TransUnion failed to have a procedure to assure maximum possible accuracy by allowing an account that was the result of failure to mitigate damages to show the full balance on the credit file of the plaintiff.
38. On information and belief, The Bank Defendants failed to consider all relevant information provided by the consumer and consumer reporting agencies, because if they had been reviewing the documents, they would have known that the account was not used by the plaintiff.
39. On information and belief, The Bank Defendants have failed to modify or delete the false information as, if they had done so, they would have updated the false information to show that the account was not owed.
40. As a result of the actions and inactions of the defendants, the plaintiff suffered damages, including *but not limited to* mental and emotional distress, and being denied credit.

COUNT ONE:
CLAIM FOR RELIEF AS TO BANK DEFENDANTS
15 U.S.C. §1681s-2[b]

41. Plaintiff restates and re-alleges all previous paragraphs herein.
42. Defendants have violated 15 U.S.C. §1681s-2[b][1][A] in that they failed to conduct a reasonable reinvestigation of the factual inaccuracies contained in plaintiff's credit file.

43. Defendants have violated 15 U.S.C. §1681s-2[b][1][B] in that they failed to review all relevant information provided by Equifax, TransUnion or Experian.
44. Defendants have violated 15 U.S.C. §1681s-2[b][1][E] in that they failed to delete information that was inaccurate or could not be verified.
45. Defendants have caused injury in fact, by causing, among other effects, mental and emotional distress, damage to credit reputation, and resulting in credit damages to the plaintiff.
46. Defendants have done so either negligently or willfully.
47. Plaintiff is entitled to actual damages,, punitive damages, attorney fees and costs pursuant to 15 U.S.C. §1681n.
48. Alternatively, plaintiff is entitled to actual damages, attorney fees and costs if the violation is negligent, pursuant to 15 U.S.C. §1681o.

COUNT TWO

CLAIM FOR RELIEF As to Equifax, TransUnion and Experian.
15 U.S.C. §1681e[b]

49. Plaintiff restates and realleges all previous paragraphs herein.
50. Defendants have violated 15 U.S.C. §1681e[b] in that they failed to maintain a procedure to assure maximum possible accuracy.
51. Defendants have caused injury in fact, by causing, among other effects, mental and emotional distress, damage to credit reputation and resulting in credit damages to plaintiff.
52. Defendants have done so either negligently or willfully.

- 53. Plaintiff is entitled to actual damages, punitive damages, attorney fees and costs, pursuant to 15 U.S.C. §1681o.
- 54. Plaintiff is entitled to actual damages, attorney fees and costs, pursuant to 15 U.S.C. §1681n.

COUNT THREE

CLAIM FOR RELIEF As to Equifax, TransUnion and Experian.
15 U.S.C. §1681i[a]

- 55. Plaintiff restates and realleges all previous paragraphs herein.
- 56. Defendants have violated 15 U.S.C. §1681i[a][1] in that they failed to conduct a reasonable reinvestigation of the factual inaccuracies contained in the plaintiff's credit file.
- 57. Defendants have violated 15 U.S.C. §1681i[a][2] in that they failed to forward all relevant information to the furnisher of the information.
- 58. Defendants have violated 15 U.S.C. §1681i[a][4] in that they failed to consider all relevant information provided by the consumer.
- 59. Defendants have violated 15 U.S.C. §1681i[a][5] in that they failed to delete information that was inaccurate or could not be verified.
- 60. Defendants have violated 15 U.S.C. §1681i[a][5][C] in that they failed to a procedure to prevent the occurrence of false, inaccurate, or unverifiable information.
- 61. Defendants have caused injury in fact, by causing, among other effects, mental and emotional distress, damage to credit reputation and resulting in credit damages to plaintiff.
- 62. Defendants have done so either negligently or willfully.

63. Plaintiff is entitled to actual damages, punitive damages, attorney fees and costs, pursuant to 15 U.S.C. §1681o.

64. Plaintiff is entitled to actual damages, attorney fees and costs, pursuant to 15 U.S.C. §1681n.

WHEREFORE, the plaintiff, by counsel moves for judgment in an amount to be determined by a finder of fact.

Sandra S. Hauser

/s/ Jason M. Krumbein, Esq.

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